

Department of Administration



200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

August 27, 2015

NOTICE TO DEALERS IN LANDFILL SERVICES:

DUE DATE & WHERE

Sealed, signed bids are invited and will be received by the City of Jackson, Mississippi, until 3:30 P.M. in the City Clerk's Office. **The bid must be stamped in by 3:30 P.M., Tuesday, September 22, 2015**, at which time said bids, will be publicly opened at the City Hall located at 219 S. President Street, Jackson, MS 39201 for the following:

Twelve-Month Landfill Services for Chipping, Grinding, Hauling and Disposal of Vegetative Debris

Term: November 01, 2015 through October 01, 2016

See attached Specifications/Descriptions

SPECIFICATION QUESTIONS

For additional information regarding specifications contact: Alicia Crudup, Interim Solid Waste Manager, Solid Waste Division, Department of Public Works at (601) 960-2334.

EBO REQUIRED

The City of Jackson is committed to the principle of non-discrimination in Public Purchasing. It is the policy of the City of Jackson to promote full and equal business opportunities for all persons doing business with the City. As a pre-condition to selection, each contractor, bidder or offer shall submit a completed and signed Equal Business Opportunity (EBO) Plan Application, with each bid submission in accordance with the provisions set forth by the authority of the City of Jackson's EBO Ordinance. Failure to comply with the City's EBO Ordinance shall disqualify a contractor, bidder or offer, from being awarded an eligible contract. For more information on the City EBO Program, please contact the Office of Economic Development at (601) 960-1638. Copies of the EBO Ordinance, EBO Plan Application and a copy of the EBO Program are available with the Office of Economic Development at 200 South President Street, Second Floor, Jackson, Mississippi.

BID PACKAGE REQUEST

Bid Package with specifications may be secured from the Purchasing Division located in the Warren Hood Building at 200 South President Street, Room 604, Jackson, MS 39201 or the City of Jackson's website at www.jacksonms.gov. For additional questions regarding the bid package, contact (601) 960-1025.

SUBMITTING A BID AND NOTES

1. You are required to submit three (3) copies: one (1) original and two (2) copies to include: **(proposal form), (completed EBO application)** and any additional information you submit: e.g. **(warranty, research data sheets, booklets, pamphlets, etc)** or your bid will be considered non-responsive.

2. **Your completed and signed proposal pricing section must be returned along with all required/mandatory documents:** e.g. (bids with multiple sections, parts, pages and/or a check list).
3. Your bid price(s) must be submitted on the proposal form provided by the City unless otherwise instructed
4. Do not return the instruction and specification section with your proposal forms. Retain these documents for your files. (Only return, required warranty, detail check-off list and equipment documents.)
5. Proposal Forms must be legibly handwritten or typed; if not, they will be considered non-responsive. All errors or corrections must be crossed out and changes must be printed in ink or typewritten. All changes must be initialed in ink by the representative signing the bid.
6. The unit price will always govern in determining the extended price or the total. **Please, review your price(s) carefully before submitting your bid.** No bid shall be altered or amended after the specified time for bid opening or once delivered.
7. **The (manufacturer's name) and (model number) must be stated when required for each item.** Any item without this information may not be considered.

ALTERNATIVE BIDS AND NOTES

8. Alternate bids are not acceptable, unless submitted in a separate sealed envelope. Do not submit prices for more than one product or the same product per item. Only one product, size and price per bid item as specified in the bid package.
9. Alternate bids may be submitted but not necessarily accepted by the City. The City reserves the right to determine whether an alternative bid offered is equivalent to and meets the standards and/or specifications stated. **Alternative bids must be submitted on the bid proposal form furnished by the City of Jackson, (include any additional required copies).** Otherwise, the bids will not be considered.
10. **Any bid received with limiting or conditional requirements will automatically be deemed non-responsive.**

Example:
 1. All or none
 2. All items must be ordered at the same time.
 3. Specified amount to be ordered.
 4. No notation or other packaging pricing below the submitted price.
11. Bid openings will be conducted and open to the public. However, they will serve only for the opening and reading of the bid price and in no way considered as an award.

WHERE TO SEND BID AND NOTES

12. Please send three (3) signed copies: one (1) original and two (2) copies in a sealed envelope addressed to: City Clerk's Office of Jackson P. O. Box 17, Jackson, MS 39205 or hand delivered to the City Clerk's Office of Jackson, 219 South President Street, Jackson, MS 39201 until 3:30 P.M. per the above instructions.
13. **Only One (1) complete bid submission allowed per delivery envelope, if more than one bid proposal is submitted per a delivery envelope, it will not be accepted as an official bid.**

14. As required, write on the outside of the delivery envelope the (entire bid number) and (return address.)

15. Facsimile transmitted bids or other documents are not acceptable.

EMPLOYEE BIDDING

16. It is illegal for any City official, employee and/or immediate family member to serve as a vendor for the City of Jackson. Bidding by city employees is prohibited. It is hereby declared unlawful for any city official to: bid on, sell, or offer for sale any merchandise, services, equipment, material, or similar commodity, during the tenure of his or her employment, or for the period prescribed by law thereafter, or to have any interest in the selling of the same to the City of Jackson. (§ 25-4-105) (Miss Code 1972 as amended)

SUBMITTING A NO BID

17. Submit only one (1) proposal form indicate: "No Bid", (Company's Name/Address) and (Sign).
18. As required, on the outside of the deliver envelope indicate: (No Bid) and (Entire Bid Number). All "No Bids" should be submitted on the same scheduled opening date and time to be recorded with all other bids.

CITY OF JACKSON RIGHTS

19. The City reserves the right to waive any general, special conditions and/or minor specification deviation when considered to be in the best interest of the City of Jackson, providing such waiver is not given so as to deliberately favor any single vendor and would have the same effect on all vendors. The City reserves the right to reject any and all bids. The City reserves the right to waive any and all informalities in respect to any bid submitted. Bid awards will be made to the lowest and best bidder quoting the lowest net price in accordance with specifications. The award could be according to the lowest cost per item or to the lowest total cost for all items; or to accept all or part of any proposal. Where it is known prior to advertising that the City's intention is to award according to the lowest total cost for all items, or in some variation thereof, this statement will be included on the proposal form. Absence of such statements means the City will make that determination during the bid tabulation. Delivery time may be considered when evaluating the bid proposal.

VENDOR BID AGREEMENT

20. One-time bid awards: must be valid for a minimum of 60 days from the bid opening date.
21. Term bid awards: must be valid for the duration of the terms defined in the proposal for each bid. Vendors may not withdraw a bid prior to the end of 60 days or the stated terms of said bid. Vendors who do not comply with this requirement shall be considered non-responsive.

By signing this bid proposal, the vendor agrees to hold the submitted bid price firm for the term of the bid stated. Only if it applies, the vendor understands the estimated quantity stated and amount to be ordered may be over or below the estimated usage stated in the bid. This is not in any way a guaranteed amount to be ordered. A purchase order will be issued by the Purchasing Division for the requested quantity to be ordered from the using department.

The vendor should understand their failure to stand behind the agreement could cause a statement of failure to perform to be placed in the company's file and/or the company to be placed on hold

with the City of Jackson or the agreement of award to be cancelled. By signing the bid, you understand and agree to all the terms of the bid.

DELIVERY & OTHER COST

This order is to be delivered F.O.B., prepaid and allowed, Jackson, Mississippi, within the number of days stated after the receipt of our purchase order. "Note, all cost must be included in the bid price." No additional cost can be attached to a bid order.

TAXES

SALES TAX AND FEDERAL EXCISE TAX ARE NOT TO BE INCLUDED IN ANY BID PRICE. THE CITY OF JACKSON ASSUMES NO TAX LIABILITY.

CITY OF JACKSON, MISSISSIPPI

A handwritten signature in cursive script that reads "Clara N. Mitchell".

Clara N. Mitchell, Acting Supervisor
Purchasing Division

CM/
98846

CITY OF JACKSON, MISSISSIPPI
PROPOSAL FORM

PLEASE RETURN THIS SECTION IN ITS ENTIRETY

NOTICE TO BIDDERS:

FOR DELIVERY OR MAILING INSTRUCTIONS:

1. Submit one (1) original and two (2) copies of your Bid Package.
2. MAILING ADDRESS: City Clerk's Office of Jackson
Post Office Box 17
Jackson, MS 39205
3. DELIVERY ADDRESS: City Clerk's Office of Jackson
219 South President Street
Jackson, MS 39201
4. Note the following on the outside of your bid envelope:
Bid No. 98846-092215; to be opened September 22, 2015

In accordance with your Notice on August 27, & September 3, 2015 I bid as follows:

Twelve-Month Landfill Services for Chipping, Grinding, Hauling and Disposal of Vegetative Debris

Term: November 01, 2015 through October 01, 2016

<p>COMPANY NAME _____</p>		
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE PER CUBIC YARD</u>
1.	Unit price per cubic yard to load and transport debris for city site to vendor's reduction site.	\$ _____
2.	Unit price per cubic yard to chip/grind debris (price to include all equipment, mobilization, demobilization, fuel, labor and any other cost associated with the task).	\$ _____
3.	Unit price per cubic yard to dispose of debris (price to include all transport, equipment, fuel, labor and any other cost associated with the task). Final disposition must be in compliance with MDEQ regulations. Proof of MDEQ approved final location for disposition of material must be included.	\$ _____

****The contractor awarded this bid is responsible for all loading equipment, fuel, transportation and any expense involved in performing this job. If the City's Landfill has scales, all loads must be weighed.****

The above shall comply with the specifications included in the Notice to Dealers, with any and all exceptions noted in a separate document.

Do not submit prices for more than one product, or the same product per item. Alternate bids are not acceptable, unless submitted in a separate sealed envelope.

This bid must be valid for 60 days after bid opening. If this bid is good for longer than 60 days, then state how long this bid is good for _____.

The above will be delivered F.O.B., prepaid and allowed, Jackson, Mississippi, within _____ days after receipt of your purchase order.

SALES TAX AND FEDERAL EXCISE TAX ARE NOT TO BE INCLUDED IN ABOVE PRICE.

THE CITY OF JACKSON ASSUMES NO TAX LIABILITY

**BID SUBMITTED BY:
PLEASE TYPE OR PRINT**

**Complete Name
of Bidder:** _____

**Mailing
Address:** _____

City: _____ **State:** _____ **Zip Code:** _____

Physical Address, Principal Place of Business: _____

City: _____ **State:** _____ **Zip Code:** _____

Name of Person Submitting Proposal: _____

Signature of Person Submitting Proposal: _____
(Required)

Date: _____, 2015 **E-Mail Address:** _____

Telephone No.: _____ / _____ **Fax No.:** _____ / _____

****The (EBO) Application form must be completed by all vendors and returned with ALL bids. The EBO staff is available at, (601) 960-1856 to assist you with any questions you may have in preparing the EBO Application.**

Scope of Work

TWELVE MONTH TERM BID FOR CHIPPING, GRINDING, HAULING AND DISPOSAL OF VEGETATIVE DEBRIS

JACKSON, MISSISSIPPI

A. GENERAL

The purpose is to establish a 12-MONTH contract with a provider for management of vegetative debris processing, reduction and hauling of materials from the City's Solid Waste Facility, 6810 I-55 South Frontage Road, Byram, Mississippi and at Temporary Debris Staging and Reduction Sites (TDSRS) in Jackson Mississippi.


CHIPPING AND GRINDING is any activity that mechanically reduce the size of greenwaste, and woodwaste.

Contractor shall provide all management, supervisor, labor, machines, tools and equipment necessary to process, reduce and haul from the sites. The debris to be processed consists primarily of vegetative debris, which consists of chipping/grinding of whole trees, logs, branches, once-ground chips, and other vegetative materials.

It is the desire of the City of Jackson for the reduced material to be recycled and sold. Profits of the sales would be shared between the Contractor and the City. However, Contractor applicants wishing to simply dispose of the reduced material may apply, but a total cost to the City, including positive reimbursement funds from sales, will be part of the evaluation process. Those Contractors must properly dispose of all material. Land-filling at the City of Jackson Solid Waste Site is not an acceptable method for disposition of material. The City of Jackson requires that 20% of the processed material be left of the landfill for City use.

B. UNIT PRICE

The contractor's unit price will be based on a cubic yard of TUB GRINDER OR HORIZONTAL GRINDER operation and the operator; to chip, grind, haul and/or dispose of the vegetative debris at the City of Jackson Landfill and Temporary Debris Staging and Reduction Sites (TDSRS) in Jackson Mississippi.


6-2-2015

The contractor's chipping and grinding operation shall start upon receipt of a notice to proceed and shall chip, grind, and haul the vegetative debris at the sites. In case of an emergency, natural or man-made, to chip, grind and haul any vegetative debris at the sites.

C. INSURANCE

The Contractor shall secure, pay the premiums for, and keep in force until the expiration of the contract, liability insurance covering all damage to life and property due to its activities or those of its agents or employees, in connection with its performance under this contract, including operation of equipment and vehicles. This insurance shall include the following coverage and minimum limits:

- a. Comprehensive General Liability: \$1,000,000 single limit for each occurrence for bodily injury and property damage combined.
- b. Automotive Liability: \$1,000,000 single limit for each occurrence for bodily injury and property damage combined.
- c. Workers Compensation Insurance covering all the Contractor's employees who engage in any work under the contract, as may be required by the laws of the State of Mississippi.

D. SERVICES

At the start of the contract, the City of Jackson would expect to reduce all vegetative debris located at each site by grinding and chipping. Every quarter or when the landfill requires, the Contractor will chip/grind all vegetative debris that has been stored at the sites. The hours of operation shall be eight (8) hours per workday, 6 days per week. The operation shall be during daylight hours coordinating with the landfill, unless otherwise directed by the City of Jackson's Solid Waste Department. In cases of disaster, man-made or natural, debris reduction may be required. The Contractor is expected to reduce this debris.

Chipping, grinding and hauling of vegetative debris, which include limbs, sticks, logs and stumps that have been disposed of by customers to the facility and have been removed from public rights-of-way throughout Jackson, Mississippi, as a result of clean-up efforts.

The Contractor will be responsible for moving the processed material to a predetermined and agreed upon facility for purpose of reuse and recycling. The City of Jackson will make this determination in regards to proper use.


10-8-2015

The contractor shall also provide necessary equipment to dress the site as the debris is loaded into the chipper/grinder and to leave the temporary debris storage site in good order when all the debris has been processed and the contractor has completed his operation.

The Contractor will utilize its own loading equipment and trucks to perform this work and will provide a safe working environment for its employees. It will be the responsibility of the Contractor to develop markets for the processed yard waste materials and should the yard waste materials require further preparation for markets, the Contractor will be responsible for such arrangements.

City of Jackson will keep all reduced debris at the City's Landfill. Reduced debris generated from the staging areas will require removal and disposal.

The Contractor will document and the City will monitor all loads using Load Tickets. The City and the Vendor will each retain a copy of each Load Ticket, and billing will be based upon these documents.


The Contractor must visit the City sites where the vegetative debris is housed. The sites include the City's Solid Waste Facility, 6810 I-55 South Frontage Road, Byram, Mississippi 39272, and the temporary site at the end of Gallatin Street and McDowell Road.

E. EQUIPMENT

Contractors shall provide all necessary equipment to prepare the site stockpile the debris, reduce and haul debris, and any other equipment (including but not limited to radios, hard hats, high visibility vests) which may be necessary for fully meeting the expressed work requirements. Contractor must comply with all local, state and federal safety and health standards. All equipment must be in compliance with all local, state and federal rules and regulations.

A chipper and/or grinders shall be a minimum size of 1000 horsepower motor or shall be capable of handling (processing) 180 cubic yards per hour. The Contractor shall provide a tub-grinder or horizontal grinder capable of processing a minimum of 180 cubic yards per hour.

The Contractor shall also provide associated loading equipment capable of both unstacking and moving logs and trees, and scooping and piling wood chips and small wood debris


6-8-2015

and pieces, and feeding all such material into the grinder. The Contractors shall further provide large open top trailers to haul away finished product (which must be covered).

The Contractor shall provide all other handling and hauling equipment to feed the debris into the chipper/grinder, load the processed mulch, haul and dispose of the processed mulch to the final storage or processing destination.

F. STORAGE

Material shall be stored in piles no higher than 15 feet, and meet all State and local laws. Reduced debris will be expeditiously removed from the site.

G. OTHER CONSIDERATIONS

The contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. One Operator will perform the grinding and chipping operation. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the contractor shall pay for all materials, personnel, taxes and fees necessary to perform under the contract. Copies of all permits shall be submitted to the City.

H. START OF WORK

The Contractor shall proceed to perform the above-described work promptly after receiving the Notice to Proceed, except as necessitated by unusually unsuitable weather or other conditions not under control of the Contractor that would prevent normal continuation of work.

I. TERM

The term of this contract will be for one (1) year with an option of two (2) one (1) year extensions at the option of the City. The contract will automatically extend after the first contract term expires unless the City notifies the Contractor of its intent to terminate this contract within 30 days of the beginning of the contract extension. The second option will automatically begin after the end of the first extension term under the same conditions.

J. PAYMENT

NR
6-8-2015

Payment for the disposal of debris to include all cost associated with chipping/grinding, hauling and disposal will be paid for under the appropriate contract unit price.

Payment for mobilization and demobilization will not be paid for separately. Invoices will be based on estimated quantities.

All payments made under this contract will be in accordance with PAYMENTS clauses located in other sections of this contract.

K. TERMINATION

TERMINATION OF CONTRACT: The Contract may be terminated by the City for the following reasons:

1. Substantial evidence that the progress being made by the Contractor is not in conformity with the Contract Documents.
2. Deliberate failure on the part of the Contractor to proceed with the work when so instructed by the City or to observe any requirements of the Contract Documents.
3. Repeated violation of the Contract Documents and the terms and conditions of the Contract on the part of the Contractor.
4. Failure on the part of the Contractor may become insolvent or declared bankrupt; or allow any final judgment to stand against him unsatisfied; or shall make an assignment for the benefit of his creditors.

Before the Contract is terminated, the Contractor and his Surety Will first be notified in writing by the City of the conditions which make termination of the Contract imminent. If, due to unknown address such written notice cannot be delivered to the Contractor, notice of Contract termination may be given by publication in a newspaper published in the City of Jackson. Fifteen (15) days after this notice is given (if no effective effort has been made by the Contractor or his surety to correct the conditions of which complaint is made) the City may declare the Contract terminated and notify the Contractor and his Surety accordingly.

Upon receipt of a notice from the City that the Contract has been terminated, the Contractor shall immediately discontinue all operations.

After termination, the City may then order the Surety to arrange for the prosecution of the work. In the event the Surety does not proceed with the prosecution of the work within a


6-8-2015

period of twenty (20) days from the date on which the Contract was terminated, the City may proceed with the work by either re-advertising and awarding a Contract or in any other lawful manner which will provide for the completion of the work as planned and set forth in the Contract. When the work is finally completed, the total cost shall be computed. If the final cost is greater than the total cost which would have resulted at the original Contract unit prices, the Contractor or hi Surety shall pay the City of Jackson a sum of money equal to the excess cost, of completing the work.

TABULATION SHEET

1. Price per unit to chip debris (price to include all equipment, mobilization, demobilization, fuel, labor and any other costs associated with the task. \$ _____
2. Price per unit to grind vegetative debris (price to include all equipment, mobilization, demobilization, fuel, labor and any other costs associated with the task). \$ _____
3. Price per unit to dispose of debris (price to include all transport, equipment, mobilization, demobilization, fuel, labor and any other cost associated with the task). \$ _____
Final disposition must be in compliance with MDEQ regulations. Proof of MDEQ approved final location for disposition of material must be included.
4. Percentage paid per unit to city for sale of reduced material as mulch % _____
OR
\$ _____

[Handwritten Signature]
1-8-2015

CITY OF JACKSON, MISSISSIPPI

**Tony Yarber
Mayor**

**EQUAL BUSINESS OPPORTUNITY (EBO)
PLAN APPLICATION**

Department of Planning and Development

CITY OF JACKSON, MISSISSIPPI
EQUAL BUSINESS OPPORTUNITY EXECUTIVE
ORDER

LEGAL NOTICE

The City of Jackson is committed to the principle of non-discrimination in public contracting. It is the policy of the City of Jackson to promote full and equal business opportunity for all persons doing business with the City. As a pre-condition to selection, every contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity (EBO) Plan Application with the bid submission, in accordance with the provisions of the City of Jackson's Equal Business Opportunity (EBO) Executive Order. Failure to comply with the City's Executive Order shall disqualify a contractor, bidder or offeror from being awarded an eligible contract.

For more information on the City of Jackson's Equal Business Opportunity Program, please contact the Division of Equal Business Opportunity at 960-1856. Copies of the EBO Executive Order EBO Plan Application, EBO Program, the MBE/FBE Directory and the MBE/FBE Certification Affidavit are available at 200 South President Street, Suite 223, Jackson, Mississippi.



(EBO FORM 7-1-2013)

EQUAL BUSINESS OPPORTUNITY SPECIAL NOTICE TO BIDDERS

POLICY

The City of Jackson is committed to the principle of non-discrimination in public contracting. Therefore, the City of Jackson requests that prospective vendors and contractors carefully examine their method of selecting subcontractors and suppliers, to ensure that they are not either actively, or passively, discriminating against MBEs and FBEs. As a bidder seeking to do business with the City of Jackson, you are expected to adhere to a policy of non-discrimination, and to make the maximum practicable effort to ensure that historically underutilized firms are given an opportunity to participate in the performance of contracts financed in whole, or in part, with City funds.

DEFINITIONS

For purposes of this policy, the following definitions will apply:

- (1) "African American Business Enterprise (AABE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more African Americans, and certified as such by the Division of Business Development.
- (2) "Asian American Business Enterprise (ABE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more Asian Americans, and certified as such by the Division of Business Development.
- (3) "Hispanic Business Enterprise (HBE)" shall mean a business that is an independent and continuing enterprise for profit performing a commercially useful function and is owned and controlled by one or more Hispanics, and certified as such by the Division of Business Development.
- (4) "Minority Business Enterprise (MBE)" shall mean a business which is an independent and continuing operation for profit, performing a commercially useful function, and is owned and controlled by one or more minority group members, as defined in Sections 1, 2 and 3, which group has been determined to have suffered discrimination requiring amelioration and is certified as such by the City.
- (5) "Female Business Enterprise (FBE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more females, and certified as such by the Division of Business Development.

OBLIGATION

The Contractor and any Subcontractor shall take all necessary and reasonable steps to ensure that MBEs and FBEs have a maximum opportunity to compete for and participate in the performance of any portion of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. If it is determined that there is a significant underutilization of MBEs and FBEs, the Equal Business Opportunity Officer is empowered, pursuant to section 127-8 of the Equal Business Opportunity Executive Order, to conduct an investigation to determine the reasons for the underutilization.

GOALS

The goals for participation by MBEs and FBEs are established by the Equal Business Opportunity Executive Order of the City of Jackson. The Contractor shall exercise all necessary and reasonable steps to ensure that participation meets or exceeds the contract goals. The goals may be attained by subcontracting to, procuring materials from, and renting equipment from MBEs and FBEs. (See Subcontractor/Supplier Participation guidelines below.)

The Equal Business Opportunity participation goals are as follows:

PROCUREMENT CATEGORY	Asian (ABE)	African-American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services	0.16	8.67	0.00	0.00	1.96
Construction	0.00	12.41	0.37	0.00	4.89
Goods & Non-Professional Services	0.04	6.78	0.02	0.00	3.03

Those portions of the contract that are proposed for MBEs and FBEs in the response to this bid shall be listed on the attached Equal Business Opportunity Plan Application.

For specific information about the Equal Business Opportunity Plan, please contact the Office of Economic Development at (601) 960-1856.

Contractors may employ AABEs, HBES, ABEs or FBEs to meet the applicable project goals through various methods, as follows:

A. Subcontractor Participation

- (i) Where a prime contractor utilizes one or more subcontractors to satisfy its equal business opportunity commitment, the prime contractor may count toward its EBO Plan only expenditures to MBE (AABE, HBE, or ABE) or FBE contractors that perform a commercially useful function in the work of the contract.
- (ii) An MBE or FBE subcontractor is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. In determining whether an MBE or FBE subcontractor, is performing a commercially useful function, factors, including but not limited to the following, will be considered:
 - (a) the amount of work subcontracted;
 - (b) the type of prime contract;
 - (c) whether the business has the skill and expertise to perform work for which it is being/has been certified;
 - (d) whether the business actually performs, manages and supervises the work for which it is being/has been certified; and
 - (e) whether the business purchases goods and/or services from a non-minority/women's business enterprise and simply resells goods to the city, city contractor, or other person doing business with the city for the purpose of allowing those goods to be counted towards fulfillment of minority/women's business enterprise utilization goals.
 - (f) standard industry practices.
- (iii) Consistent with standard industry practices, an MBE or FBE subcontractor may enter into second tier subcontracts. If an MBE or FBE subcontractor subcontracts a significantly greater portion of the work of its subcontract to a non-minority, non-female owned firm than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or FBE subcontractor is not performing a commercially useful function.

B. Suppliers Participation

Where a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, in whole or in part, the MBE or FBE supplier participation may be credited towards the applicable goal as follows:

- (i) 100 percent of the contract amount for MBE or FBE suppliers who manufacture the goods supplied.
- (ii) 100 percent of the contract amount for MBE and FBE suppliers who are wholesalers warehousing the goods supplied or who are manufacturers' representatives, provided that only 25 percent of the applicable MBE or FBE goal may be attained by non-manufacturing supplier contracts to MBEs or FBEs.
- (iii) For those contracts where an extraordinarily large proportion of the contract price is for equipment or supplies, a lower project goal may be set than otherwise would be required, or the 25 percent limit for suppliers may be increased, or a combination of these two methods may be utilized.

C. Joint Ventures and Mentor-Protégé Programs

- (i) The Division of Equal Business Opportunity shall encourage, where economically feasible, establishment of joint ventures and mentor protégé programs to ensure prime contracting opportunities for African American, Hispanic, Asian American, Native American and Female Business Enterprises on all eligible projects over \$1,000,000.00. Even if the prime itself is a MBE, joint venture between prime contractors and MBEs shall be required on all projects exceeding ten million dollars (\$1,000,000.00).
- (ii) Where a contractor engages in a joint venture to satisfy its Equal Business Opportunity Commitment, the Equal Business Opportunity Officer shall review and approve all contractual agreements regarding:
 - (a) The initial capital investment of each venture partner;
 - (b) The proportional allocation of profits and losses to each venture partner;
 - (c) The sharing of the right to control the ownership and management of the joint venture;
 - (d) Actual participation of the venture partners in the performance of the contract;
 - (e) The method of and responsibility for accounting;
 - (f) The methods by which disputes are resolved; and
 - (g) Other pertinent factors of the joint venture.

On the basis of these factors, the Equal Business Opportunity Officer shall determine the degree of AABE, HBE, ABE, or FBE participation resulting from the joint venture that may be credited towards the applicable EBO goals of the project.

The bidder or offeror shall provide the Equal Business Opportunity Officer access to review all records pertaining to joint venture agreements before and after the award of a contract reasonably necessary to assess compliance with this policy.

The Equal Business Opportunity Program also encourages Mentor-Protégé programs to assist African American, Hispanic, Asian American, and Female business enterprises in financing, bonding, construction management and technical assistance. Mentor-Protégé agreements will be reviewed by the Equal Business Opportunity Officer for final approval of the following terms of each agreement:

- (a) type of technical assistance to be provided by mentor;
- (b) rights and responsibilities of each mentor and protégé contracting activity;
- (c) the specific duration of the agreement;
- (d) the amount of participation by the protégé that may be credited toward the applicable EBO goal.

EQUAL BUSINESS OPPORTUNITY PLAN

In accordance with Section IV of the City of Jackson's Equal Opportunity Executive Order No. 2014 -- 3, each contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity Plan with bid submission. Such plan should be titled "Equal Business Opportunity Plan (EBO Plan)" and should include the following:

- A. Names, addresses and contact persons of each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise to be used in the contract.
- B. The type of work or service each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise will perform.
- C. The dollar value of the work or service to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.
- D. Scope of the work to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.

Waiver

If the EBO Plan does not meet the project goals, the bidder or offeror must seek a partial or total waiver of the project goals. The application for waiver of all or part of the project goals must include full documentary evidence of the bidder's or offeror's good faith efforts (*see EBO Plan Application*) to meet the project goals and why the request for waiver should be granted. The application shall be in writing and submitted as a part of the bid or offer. It should include a narrative, affidavits and/or exhibits which verify the actions taken by the bidder or offeror to meet the goals.

Replacement

If a MBE/FBE Subcontractor cannot perform satisfactorily, the Contractor shall take all necessary reasonable steps to replace the Subcontractor with another MBE/FBE Contractor. All MBE/FBE replacements must be approved by the EBO Review Committee and the Department. (*See EBO Plan Application*)

To demonstrate necessary reasonable efforts to replace any Subcontractor that is unable to perform successfully, the Contractor must document steps taken to subcontract with another MBE/FBE Contractor.

CITY OF JACKSON, MISSISSIPPI
EQUAL BUSINESS OPPORTUNITY PLAN
APPLICATION

I. Company Name: _____
Address: _____
City: _____ State: _____ ZIP Code: _____
Telephone: (_____) _____
E-mail: _____

II. Bid Name and Number: _____

III. PROPOSED MINORITY AND/OR FEMALE SUBCONTRACTORS: *(SEE ATTACHMENTS)*
If a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, all MBE or FBE supplier participation will be credited in accordance to Section VI(C)(1) of the EBO Executive Order No. 2014-3

IV. Total Bid Amount: \$ _____

V. WAIVER REQUESTED ... ☐ *(If you fail to meet either or all of the EBO Participation Goals, check this box and follow the directions below to provide the required *WAIVER STATEMENT*. The "Waiver Statement" should be submitted on company letterhead to the EBO Officer.)*

** The bidder/offeror shall provide the following as evidence of its good faith efforts and will be evaluated on the same:*

- (a) Copies of written notification to MBEs and FBEs soliciting their participation as a subcontractor.
- (b) Evidence of efforts made to divide the work into economically feasible units in order to increase the likelihood of meeting the EBO participation goals.
- (c) Evidence of efforts made to negotiate with MBEs and/or FBEs, including, at a minimum:
 - 1. The names, addresses, and telephone numbers of the MBE and FBEs who were contacted.
 - 2. A description of the information provided to MBEs and FBEs regarding the plans and specifications for portions of the work to be performed.
 - 3. A statement of reasons why additional agreements with MBEs and FBEs, if needed to meet the stated goals, were not reached.
 - 4. Evidence of efforts made to assist the MBEs and FBEs contacted who need assistance in obtaining bonding and insurance which the bidder or offeror requires.

5. For each MBE and FBE contacted which the bidder or offeror considered to be not qualified, include a written statement of the reasons for the bidder's or offeror's conclusion.
6. Written quotes solicited from all MBEs and FBEs seeking subcontract work with Prime Contractors at the time of the bidding.
7. A statement with supporting documentation and affidavits indicating whether the offeror has used MBEs and/or FBEs as joint venture partners or subcontractors in past or present private sector contracts in Jackson.

**If you are unable to locate an MBE/FBE, please contact the Business Development Division at (601) 960-1055.*

VI. Minority and Female Business Enterprise Actual Participation for this Bid/Offer/Proposal:

(Please list your MBE and FBE Project Participation percentages (%) in the Table below.)*

PROCUREMENT CATEGORY	Asian (ABE)	African- American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services					
Construction					
Goods & Non-Professional Services					

VII. REPLACEMENT OF MBE/FBE

If an MBE or FBE is not performing satisfactorily, it is the responsibility of the Prime Contractor to notify the EBO Office immediately both in writing and by phone. All MBE/FBE replacements must be approved by the Equal Business Opportunity Review Committee (EBORC). If these steps are not taken this will result in penalties as outlined in Section XI of the EBO Executive Order No. 2014-3

VIII. CERTIFICATION

I certify, under penalties of perjury, that the information contained in this Equal Business Opportunity Plan Application is true and accurate to the best of my knowledge, and that my company fully intends to utilize all MBEs and FBEs listed if awarded the proposed project and/or service and abide by all EBO guidelines.

Authorized Signature and Title

Date

PRINT "AUTHORIZED" NAME HERE; _____

EQUAL BUSINESS OPPORTUNITY PLAN APPLICATION -- ATTACHMENT
Proposed Minority/Female Business Enterprise Firms

Company Name: _____ Type Trade/Business: _____

Address: _____

Type Minority Business (MBE/FBE):

_____ Female (FBE)
_____ African-American (AABE)
_____ Asian (ABE)
_____ Hispanic (HBE)
_____ Native American (NABE)

City, State, ZIP: _____

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor _____ Supplier
_____ Joint Venture _____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ _____

Percentage of MBE and/or FBE Participation: _____%

Company Name: _____ Type Trade/Business: _____

Address: _____

Type Minority Business (MBE/FBE):

_____ Female (FBE)
_____ African-American (AABE)
_____ Asian (ABE)
_____ Hispanic (HBE)
_____ Native American (NABE)

City, State, ZIP: _____

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor _____ Supplier
_____ Joint Venture _____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ _____

Percentage of MBE and/or FBE Participation: _____%

Company Name: _____ Type Trade/Business: _____

Address: _____

Type Minority Business (MBE/FBE):

City, State, ZIP: _____

_____ Female (FBE)
_____ African-American (AABE)
_____ Asian (ABE)
_____ Hispanic (HBE)
_____ Native American (NABE)

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor _____ Supplier
_____ Joint Venture _____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ _____

Percentage of MBE and/or FBE Participation: _____ %

Company Name: _____ Type Trade/Business: _____

Address: _____

Type Minority Business (MBE/FBE):

City, State, ZIP: _____

_____ Female (FBE)
_____ African-American (AABE)
_____ Asian (ABE)
_____ Hispanic (HBE)
_____ Native American (NABE)

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor _____ Supplier
_____ Joint Venture _____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ _____

Percentage of MBE and/or FBE Participation: _____ %